ORDER FOR SUPPLIES OR SERVICES							PAGE 1 OF 18					
			ER/AGREEMENT NO.	2. DELIV	VERY ORDER	/CALL NO.	3. DATE OF ORD (YYYYMMMDD)	ER/CAL		JISITION/PURCH RE		
6. ISSUED				CODE	W56HZV	7. ADMINIST	2003NOV20 TERED BY (If other t	han 6)	SEE S	CODE S	1002A	DOA4 8. DELIVERY FOB
TACOM WARREN BLDG 231 AMSTA-AQ-ADBB DONALD ALEXANDER (586)574-5013 DOMALD ALEXANDER (586)574-5013				355	A ORLANDO 5 MAGUIRE BLV ANDO, FL 328	303-37	26	ADP PT: HO033	20	DESTINATION X OTHER (See Schedule if other)		
9. CONTR	ACTOR			CODE	41891	FACIL		10. DE		OB POINT BY (Date)		11. X IF BUSINESS IS
	•						•	(Y	YYYMMMDI	D)		SMALL
			NARE SUPPLY INC. RIC DRIVE	•					SCHEDULE			SMALL
NAME AND	WINTER	P.F	ARK, FL. 32792-6	5980					SCOUNT TEI 30 Days	RMS		DISADVANTAGED X WOMAN-OWNED
ADDRESS	i											X WOMAN-OWNED
	• TYPE E	USI	INESS: Other Sma	all Bus:	iness Perí	forming in	• U.S.		Block 15	S TO THE ADDRESS	IN BLOCK	
14. SHIP 7				CODE			T WILL BE MADE		BIOCK IS	COD	E HQ0338	MARK ALL
SEE	SCHEDULE					DFA:	S-COLUMBUS CE S-CO/SOUTH EN . BOX 182264 UMBUS, OH 432	TITLE		RATION		PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
16. TYPE	DELIVERY/ CALL		THIS DELIVERY ORDE	R IS ISSUED	ON ANOTHER (GOVERNMENT AG	GENCY OR IN ACCORI	DANCE WI	ITH AND SUBJE	ECT TO TERMS AND COM	NDITIONS OF ABOV	E NUMBERED CONTRACT.
OF ORDER	PURCHASE	х	Reference your US HARDWARE SU	Oral UPPLY			AE0703QT364	, Da	ated _200300	CT30 .		
		Λ	ACCEPTANCE. THE	E CONTRA	CTOR HEREI	BY ACCEPTS T	HE OFFER REPRE			MBERED PURCHASI AND AGREES TO PE		MAY PREVIOUSLY HAVE ME.
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE FMS REQUIREMENT							REMENT					
18. ITEM NO. 19. SCHEDULE OF SUPPLIES/SERVICE					20. QUANTITY ORDERED/ ACCEPTED*	7	21. UNIT	22. UNIT PRICE	23. AMOUNT			
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT:											
* If quantity	accepted by the		ly Contracts and		STATES OF A	AMERICA					25. TOTAL	\$22,501.30
same as qu	antity ordered,	indi	crimical is	4. CIVILLE	M. J. FR.	ANZEN /SIG	NED/ Y.MIL (810)57	4-630	4		26. DIFFERENCES	
quantity o	rdered and encir	cle.	В	BY:				CON	TRACTING/O	RDERING OFFICER	DIFFERENCE	<u>'</u>
	NTITY IN COLU	7		ACCEPTEI). AND CONFO	ORMS TO CON"	FRACT EXCEPT AS	NOTED)			
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMMD		d. PRINTE	D NAME AND TITLE SENTATIVE	OF AUTHORIZE	D GOVERNMENT		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP. NO.	1	29. D.O. VOU	CHER NO.	30. INITIALS				
				<u> </u>	_	32. PAID BY		33. AMOUNT V	ERIFIED CORRECT FOR			
f. TELEPHONE NUMBER g. E-MAIL ADDRESS				PARTIA FINAL	PARTIAL PARTIAL							
36. I CER	ΓΙFY THIS ACC	OUI	NT IS CORRECT AND I	PROPER F	OR PAYMEN	т.	31. PAYMENT				34. CHECK NU	IMBER
a. DATE			b. SIGNATURE AND	TITLE OF	CERTIFYING	OFFICER	COMPL				35. BILL OF L	ADING NO.
(YYYYM!	MMDD)						FINAL	L				
37. RECE	IVED AT		38. RECEIVED BY (P	'rint)	39. DATE RE		40. TOTAL CO TAINERS	ON-	41. S/R ACCO	OUNT NUMBER	42. S/R VOUCE	IER NO.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-P-T053

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Name of Offeror or Contractor: U.S.HARDWARE SUPPLY INC.

over guidance found on the TACOM contracting web page.

SUPPLEMENTAL INFORMATION

Regulatory Cite Title Date

1 52.204-4849 ACCEPTANCE APPENDIX--SOLICITATION/CONTRACT NUMBERS MAR/2000

(a) Purchase Order Number: W56HZV-04-P-T053 is awarded to US Hardware Supply. The Government accepts your quote dated Sep 30, 2003 in response to Solicitation Number: DAAE07-03-Q-T364, signed by Nissim Astrevck, President (407) 657-1551.

[end of clause]

follow their instructions to download the free viewer. You then can return to the TACOM home page.

2 52.204-4016 TACOM-WARREN ELECTRONIC CONTRACTING JUL/2003 (TACOM)

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site,
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

[End of Clause]

3 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-T053

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5180-01-410-8467 FSCM: 19207 PART NR: 57K3219 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	66	KT	\$ 271.10000	\$ 17,892.60
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TOOL KIT, VEHICULAR, PRON: EH386628EH PRON AMD: 02 ACRN: AA AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 57K3219 DATE: 07-MAY-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	MARKING OF EXTERIOR PACK TO BE SHOWN IN ACCORDANCE WITH MILSTD 129.				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Inspection/Acceptance at origin means that you MUST contact the DCMC to arrange for a Government inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.				
	(End of narrative E001)				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV30862336 W25G1U J 3 DEL REL CD QUANTITY DEL DATE 001 35 17-MAR-2004				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-P-T053}$ MOD/AMD

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TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS				
	(W25G1U) XU TRANSPORTATION OFFICER				
	DDSP NEW CUMBERLAND FACILITY				
	BUILDING MISSION DOOR 113 134				
	NEW CUMBERLAND PA 17070-5001				
	CONTRACT/DELIVERY ORDER NUMBER				
	W56HZV-04-P-T053/0000				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	002 W56HZV30862337 W45G19 J 3				
	DEL REL CD QUANTITY DEL DATE				
	001 17 17-MAR-2004				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS				
	(W45G19) XR W390 RED RIVER MUNITIONS CTR				
	HIGHWAY 82 WEST CL V TPF				
	GATE 44 BLDG 184				
	TEXARKANA TX 75507-5000				
	CONTRACT/DELIVERY ORDER NUMBER				
	W56HZV-04-P-T053/0000				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	003 W56HZV30862338 W62G2T J 3				
	DEL REL CD QUANTITY DEL DATE				
	001 14 17-MAR-2004				
	FOB POINT: Origin				
	FOR FOINT OF 1911				
	SHIP TO: FREIGHT ADDRESS				
	(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN				
	25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307				
	TRACY CA 95376-5000				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-T053/0000				
	W30HZV 04 F 1033/0000				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-T053 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	PRODUCTION QUANTITY	6	KT	\$271.10000	\$1,626.60
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TOOL KIT, VEHICULAR, PRON: EH386628EH PRON AMD: 02 ACRN: AA AMS CD: 070011 FMS CASE IDENTIFIER: EG-B-UUP				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 57K3219 DATE: 07-MAY-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	FOB POINT: Origin				
	SHIP TO: Contact DCMA for shipping instructions MARK FOR: EGYPTIAN MINISTRY OF DEFENSE VEHICLE DEPARTMENT EL NASER CITY CAIRO EGYPT				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-T053/0000				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-T053

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	PRODUCTION QUANTITY	1	KT	\$271.10000	\$271.10
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TOOL KIT, VEHICULAR, PRON: EH386628EH PRON AMD: 02 ACRN: AA AMS CD: 070011 FMS CASE IDENTIFIER: ET-B-UCU				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 57K3219 DATE: 07-MAY-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 005 BETA9N3108D002 BXXUCU L BETA00 2 PROJ CD BRK BLK PT BETA00 DEL REL CD QUANTITY DEL DATE 001 1 17-MAR-2004				
	FOB POINT: Origin				
	SHIP TO: Contact DCMA for shipping instructions MARK FOR: AMERICAN EMBASSY ETHIOPIA ADDIS ABABA DEPARTMENT OF STATE WASHINGTON DC 20521-2140				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-T053/0000				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-T053 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	PRODUCTION QUANTITY	1	KT	\$ 271.10000	\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TOOL KIT, VEHICULAR, PRON: EH386628EH PRON AMD: 02 ACRN: AA AMS CD: 070011 FMS CASE IDENTIFIER: KZ-B-UAQ				
	Description/Specs./Work Statement TOP DRAWING NR: TDP 57K3219 DATE: 07-MAY-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 006 BKZA9N3055D005 BXXUAQ L BKZA00 2 PROJ CD BRK BLK PT BKZA00 DEL REL CD QUANTITY DEL DATE 001 1 17-MAR-2004				
	FOB POINT: Origin				
	SHIP TO: Contact DCMA for shipping instructions MARK FOR: KAZAKHSTAN MOD LINGUISTIC CENTER ATTN CENTER OF INTL PROGRAMS ZHANDOSOV STREET 53 ALMATY KAZAKHSTAN 480053 TEL 7 3272 21 69 13 OR 28 05 21 CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-T053/0000				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-P-T053}$ MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	PRODUCTION QUANTITY	9	KT	\$\$\$	\$\$
	CLIN CONTRACT TYPE: Firm-Fixed-Price				
	NOUN: TOOL KIT, VEHICULAR,				
	PRON: EH386628EH PRON AMD: 02 ACRN: AA				
	AMS CD: 070011				
	FMS CASE IDENTIFIER: TK-B-VAL				
	Description/Specs./Work Statement				
	TOP DRAWING NR: TDP 57K3219				
	DATE: 07-MAY-2003				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	SEE PACKAGING REQUIREMENTS SHEET				
	UNIT PACK: 001				
	LEVEL PRESERVATION: Military LEVEL PACKING: B				
	DEVEL PACKING. B				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 007 BTKC533015D005 DA2VAL L DTKC00 3				
	PROJ CD BRK BLK PT				
	DTK002				
	DEL REL CD QUANTITY DEL DATE 001 9 17-MAR-2004				
	FOB POINT: Origin				
	SHIP TO: Contact DCMA for shipping instructions				
	MARK FOR: 3 HIBM K IKMAL GRUP K LIGI				
	ETIMESGUT ANKARA TURKEY				
	POC CAPT O TOPRAK 33-4340				
	GOVERNOT (DEL LUEDIC ODDER AVANDER				
	CONTRACT/DELIVERY ORDER NUMBER W56HZV-04-P-T053/0000				

CONTINUATION SHEET	
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Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-P-T053

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Name of Offeror or Contractor: U.S.HARDWARE SUPPLY INC.

CONTRACT ADMINISTRATION DATA

LINE <u>ITEM</u>	PRON/ AMS CD/ MIPR	OBI ACRN STA	-	OUNTING CLASSIFICATION			JOB ORDER <u>NUMBER</u>	ACCOUNTI STATION	'NG	OBLIGATED AMOUNT
0001AA	ЕН386628ЕН 070011	AA :	2 97	X4930AC6D 6D	26FB	S20113		W56HZV	\$	17,892.60
0001AB	ЕН386628ЕН 070011	AA :	2 97	X4930AC6D 6D	26FB	S20113		W56HZV	\$	1,626.60
0001AC	EH386628EH 070011	AA :	2 97	X4930AC6D 6D	26FB	S20113		W56HZV	\$	271.10
0001AD	EH386628EH 070011	AA :	2 97	X4930AC6D 6D	26FB	S20113		W56HZV	\$	271.10
0001AE	EH386628EH 070011	AA :	2 97	X4930AC6D 6D	26FB	S20113		W56HZV	\$	2,439.90
								TOTAL	\$	22,501.30
SERVICE NAME		L BY ACRI	1 NGG	OUNTING CLASSIFICATION			ACCOU			OBLIGATED AMOUNT
Army	_ <u>101A</u>	AA	97	X4930AC6D 6D	26FB	S20113	W56HZ		\$_	22,501.30
								TOTAL	\$	22,501.30

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-P-T053

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Name of Offeror or Contractor: U.S. HARDWARE SUPPLY INC.

CONTRACT CLA	AUSES		
4	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
5	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
6	52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
7	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
8	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency	APR/1984
		name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	
9	52.247-29	F.O.B. ORIGIN	JUN/1988
10	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
11	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
12	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
13	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
14	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
15	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)	DEC/2000
16	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENT	DEC/1991
17	52.204-4006 (TACOM)	INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT	MAY/2000

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
 - (d) We hereby specify that the required F.O.B. point for this acquisition is Origin.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

18 52.211-4014 UNIT PACK QUANTITY (TACOM)

OCT/1987

For purposes of determining the level at which unit identification and marking are required on this action per specification AK14108464, the unit pack quantity that applies to items is 001.

19 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN (TACOM)

FEB/1995

- (a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN
 - (b) Origin inspection shall take place at the site specified below:

U.S. Hardware Supply Inc 4675 Metric Drive Winter Park, FL 32792 (407) 657-1551

52.247-60

20

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-P-T053

GUARANTEED SHIPPING CHARACTERISTICS

MOD/AMD

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DEC/1989

Name of Offeror or Contractor: U.S. HARDWARE SUPPLY INC.

Item ___

[End of Clause]

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or

furnish suffice evaluation will or in the absebased on the atthe contract p	ient dat l be bas nce ther ctual sh rice sha	This information will be used to determine transportation costs for evaluation purposes. If the offeror does not a in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, ed on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs eof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, ipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that ll be reduced by an amount equal to the difference between the transportation costs actually incurred, and the been incurred if the evaluated shipping characteristics had been accurate.
(1)	To be c	ompleted by the offeror:
	(i)	Type of "Outer" container: Wood Box [], Fiber Box [], Barrel [], Reel [], Drum [], Other (Specify)
	(ii)	Shipping configuration: Knocked-down [], Set-up [], Nested [], Other (specify);
	(iii)	Size of outer container: inches (Length), x inches (Width), x inches (Height) = Cubic FT;
	(iv)	Number of items per outer container Each;
	(v)	Gross weight of outer container and contents LBS
	(vi)	Palletized/skidded [] Yes [] No;
	(vii)	Number of outer containers per pallet/skid;
	(viii)	Weight of empty pallet bottom/skid and sides LBS;
	(ix)	Size of pallet/skid and contents;
	(x)	Number of outer containers or pallets/skids per railcar *
		Size of railcar
		Type of railcar
	(xi)	Number of outer containers or pallets/skids per trailer *
		Size of trailer
		Type of trailer
*Number of co	mplete u	nits (contract line item) to be shipped in carrier's equipment.
(2)	To be c	ompleted by the Government after evaluation but before contract award:
	(i)	Rate used in evaluation;
	(ii)	Tender/Tariff;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

	Reference No. of Document Being Continued
CONTINUATION SHEET	

MOD/AMD

PIIN/SIIN W56HZV-04-P-T053 Name of Offeror or Contractor: U.S. HARDWARE SUPPLY INC.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)

MAY/2002

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- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
 - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;

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- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

2.2 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the

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American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at $\verb|http://www.acq.osd.mil/ec/ecip/index.htm|. If your VAN is later removed from the official list, or if you voluntarily drop your limits of the option of$ initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acgcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

- 23 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)
- All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

24 52.211-4010 ACOUISITION OF MAUFACTURER'S PART NUMBER: COMPONENTS FEB/1995 (TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the

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contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS located elsewhere herein. It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

25 52.211-4036

FORMAT OF THE TECHNICAL DATA PACKAGE

APR/2000

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(TACOM)

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM
AMSTA-CM-CDD (TDP Requests)
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

26 52.211-4049 (TACOM)

PART NUMBERS NOT CURRENTLY APPROVED

NOV/1983

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

27 52.213-4010 (TACOM)

ADDITIONAL GENERAL CLAUSES

FEB/1997

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE

(AUG 1987)

52.243-1

- (i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

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- (B) Method of shipment or packing.
- (C) Place of delivery.
- (ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT 52.249-1

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE 52.249-8

(APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]

28 52.215-4404 (TACOM) DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY

MAY/2002

- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.
- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

29 52.225-4000 (TACOM) VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES

APR/2000

At least 10 days prior to the first shipment of supplies under this order, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this order.

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[End of Clause]

30 52.246-4005 (TACOM)

INSPECTION AND ACCEPTANCE POINTS: ORIGIN

FEB/1995

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

[End of Clause]

Contractor's Plant:	
	(Name and Address)
Subcontractor's Plant:	
	(Name and Address)

MAR/2002

31 52.246-4026 (TACOM)

LOCAL ADDRESS FOR DD FORM 250

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

52.247-4016 32 (TACOM)

HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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LIST OF ATTACHMEN	NTS						
List of				Number			
Addenda		Title	Date	of Pages	Transmitted By		
Attachment 001	TDP 57K3219		07-MAY-2003	004			